

OCT 31 1980 - 11 25 AM

INTERSTATE COMMERCE COMMISSION



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40232

TELEPHONE (502) 587-5235

LAW DEPARTMENT

October 22, 1980

DAVID M. YEARWOOD
GENERAL ATTORNEY

No. 303-1028

Date OCT 31 1980

Fee \$ 10.00

ICC Washington, D. C.

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Madam Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, four duly executed counterparts of an Agreement of Partial Release dated as of October 1, 1980, between First American National Bank, whose address is First American Center, Nashville, Tennessee 37237, and First Security Bank of Utah, National Association, whose address is 79 South Main Street, Salt Lake City, Utah 84125.

By this Partial Release, the parties released a 2,000 HP Model GP-38-2 locomotive bearing L&N road number 4095 from that Conditional Sale Agreement and Lease of Railroad Equipment, both dated as of September 1, 1972, which were filed and recorded with the Interstate Commerce Commission on September 21, 1972 and assigned Recordation Nos. 6744 and 6744-A, respectively.

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Partial Release to:

OCT 31 10 57 PM '80
RECEIVED
T.O.G.
FEE OPERATION BR.

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
P. O. Box 32290
Louisville, Kentucky 40232

Respectfully yours,

Louisville and Nashville Railroad Company

By

A handwritten signature in cursive script, appearing to read "David M. Yearwood", is written over a horizontal line.

David M. Yearwood
General Attorney

Attachments

OCT 31 1980-11 05 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of October 1, 1980, between FIRST AMERICAN NATIONAL BANK and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Agent.

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of September 1, 1972 (hereinafter called the Conditional Sale Agreement) among General Motors Corporation (Electro-Motive Division), Louisville and Nashville Railroad Company and First American National Bank, General Motors Corporation (Electro-Motive Division) agreed to construct, sell and deliver and First American National Bank agreed to purchase the railroad equipment described in Annex B thereto (hereinafter called the Equipment);

WHEREAS, by a Lease of Railroad Equipment dated as of September 1, 1972 (hereinafter called the Lease) between the Louisville and Nashville Railroad Company (therein and hereinafter called the Lessee) and First American National Bank (therein and hereinafter called the Lessor), the Lessor leased the Equipment to the Lessee;

WHEREAS, by an Agreement and Assignment dated as of September 1, 1972 (hereinafter called the Assignment) General Motors Corporation (Electro-Motive Division) assigned its interests in the Equipment and the Conditional Sale Agreement to First Security Bank of Utah, National Association, as Agent;

WHEREAS, the Conditional Sale Agreement and Assignment, and the Lease were filed and recorded with the Interstate Commerce Commission on September 21, 1972 and assigned Recordation Nos. 6744 and 6744-A, respectively;

WHEREAS, a 2,000 HP Model GP-38-2 locomotive bearing L&N road number 4095, subject to the Conditional Sale Agreement and Lease, has suffered a Casualty Occurrence (hereinafter called the Casualty Unit);

WHEREAS, payment of the Casualty Value of the Casualty Unit has been made as of the date hereof; and

WHEREAS, the Lessee desires to obtain the release of the Casualty Unit from the Conditional Sale Agreement and the Lease prior to the next Casualty Value payment date in order that it may dispose of the Casualty Unit;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

The Lessor and the Agent do hereby transfer to the Lessee their interests in the Casualty Unit and release the Casualty Unit from the terms of the Conditional Sale Agreement and Lease.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

FIRST AMERICAN NATIONAL BANK

By C. Richard Bobo
Executive Vice President

(Corporate Seal)

ATTEST:

John F. Starnes
~~Assistant~~ Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
as Agent

By Randy R. Marchant
Authorized Officer

(Corporate Seal)

ATTEST:

R. Schuyler

STATE OF TENNESSEE)
) SS:
COUNTY OF DAVIDSON)

On this 16th day of October, 1980, before me personally appeared C. Richard Bobo, to me personally known, who being by me duly sworn, says that he is Vice President of FIRST AMERICAN NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly R. Sowards
Notary Public

My Commission expires January 22, 1984.

NOTARIAL SEAL

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 9th day of October, 1980, before me personally appeared Randey R. Merchant, to me personally known, who, being by me duly sworn, says that he is Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said association and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Richard D. Eickens
Notary Public

My Commission expires Nov 20, 1983.

NOTARIAL SEAL